UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

MEDITERRANEAN SHIPPING COMPANY (USA) INC.,

JUDGE COTE

LITCIV 4705

COMPLAINT

-against-

CHINA CONTAINER LINE LTD..

Defendant.

Plaintiff MEDITERRANEAN SHIPPING COMPANY (USA) INC., by its undersigned attorneys, as and for its complaint against defendant CHINA CONTAINER LINE LTD. alleges as follows:

- 1. This is a case of admiralty and maritime jurisdiction within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is based upon 28 U.S.C. § 1333, as well as the Court's pendent, supplementary and ancillary jurisdiction.
- 2. Pursuant to the agreement between Plaintiff and Defendant, the District Court for the Southern District of New York is the proper forum for disputes arising thereunder.
- 3. Plaintiff MEDITERRANEAN SHIPPING COMPANY (USA) INC., ("MSC") is, and at all relevant times was, a corporation incorporated under the laws of the State of New York with a principal place of business at 420 Fifth Avenue, New York, New York.
- 4. Defendant CHINA CONTAINER LINE LTD. ("CCL") is, and at all relevant times was, a corporation incorporated under the laws of the State of California and authorized to conduct business with State of New York with a principal place of business at 525 S. Douglas St., No. 288, El Segundo CA 90245.
 - 5. For the benefit of Defendant, Plaintiff provided and/or arranged ocean

transportation and related work, materials, labor and/or services at an agreed upon price pursuant to agreements set forth, and incorporated by reference, in Plaintiff's ocean bills of lading MSCUNJ402048, MSCUDL378447, MSCUNM136213, MSCUNF000482, MSCUNH640699 and MSCUND627716.

6. Plaintiff issued to Defendant invoices for the ocean transportation and related work, materials, labor and/or services provided and/or arranged by Plaintiff for the benefit of Defendant in connection with the Bills of Lading:

<u>INVOICE</u>	BILL OF LADING	CHARGES
T52002	MSCUNJ402048	\$737.20
T53168	MSCUDL378447	\$1,050.00
T26392	MSCUNM136213	\$4,470.00
187812	MSCUNF000482	\$6,815.00
145334	MSCUNH640699	\$16,835.00
165503	MSCUND627716	\$17,400.00
TOTAL		\$47,307.20

Copies of the foregoing invoices (the "Invoices") and associated ocean bills of lading are annexed hereto as Exhibit A.

7. Plaintiff bring this action on its own behalf and as agent for MEDITERRANEAN SHIPPING COMPANY S.A. and/or any other party with an interest in the subject matter hereof and has fulfilled all conditions precedent.

FIRST CLAIM

- 8. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 7 hereof.
- 9. Defendant is, and at all relevant times, was contractually obligated to pay for the ocean transportation and related work, materials, labor and/or services provided and/or arranged by Plaintiff in connection with the aforementioned Bills of Lading.

- 10. Defendant has failed and refused to pay as agreed for the aforementioned ocean transportation and related work, materials, labor and/or services provided and/or arranged by Plaintiff.
 - 11. Plaintiff has duly performed all of its contractual duties and obligations.
- 12. By reason of Defendant's breach of contract, Defendant is liable to Plaintiff in the amount of \$47,307.20, plus interest, attorneys' fees and costs.

SECOND CLAIM

- 13. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1 through 12 hereof.
- 14. Upon information and belief, Defendant received and retained a statement of account and the aforementioned Bills of Lading and Invoices without objection.
 - 15. Upon information and belief, Defendant had an account stated with Plaintiff.
- 16. By reason of the foregoing, Defendant is liable to Plaintiff in the amount of \$47,307.20, plus interest, attorneys' fees and costs.

THIRD CLAIM

- 17. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1 through 16 hereof.
- 18. Plaintiff provided valuable work, materials, labor and/or services for the benefit of Defendant in connection with the aforementioned Bills of Lading.
- 19. Defendant was unjustly enriched by its failure and refusal to pay as agreed for such work, labor, materials and services.
- 20. By reason of the foregoing, Defendant is liable to Plaintiff in the amount of \$47,307.20, plus interest, attorneys' fees and costs.

WHEREFORE, Plaintiff demands judgment:

- (1) on its First Claim, against Defendant CHINA CONTAINER LINE LTD. in an amount in excess of \$47,307.20, plus interest, attorneys' fees and costs;
- (2) on its Second Claim, against Defendant CHINA CONTAINER LINE LTD. in an amount in excess of \$47,307.20, plus interest, attorneys' fees and costs;
- (3) on its Third Claim, against Defendant CHINA CONTAINER LINE LTD. in an amount in excess of \$47,307.20, plus interest, attorneys' fees and costs; and,
- (4) for the costs and disbursements, including reasonable attorneys fees, of this action, and such other and further relief as the Court may deem just and proper.

Dated: New York, New York May 23, 2011

THE LAW OFFICES OF MARK MCKEW, PLLC

Mark L. McKew

Attorneys for Plaintiff

1725 York Ave., Suite 29A

New York, New York 10128

Email: mmckew@mckewnylaw.com

Tel: (212) 876-6783 Fax: (646) 478-9090 **EXHIBIT**

A



7/12/2010

Invoice Number: T52002 Account Number: TP10454 Invoice date: 11-May-2010 Office: MSC(USA) - Charleston

Ph: +1 (843) 971 4100 Fax: +1 (843) 971 1155

email:

China Container Line Ltd. (CA) 17800 Castleton Street Ste. 155 City of Industry, CA 91748

Fax: 626-839-8319

Requested by: Gibson, Joan Phone: (713) 681-8880 Ext.35171 E-mail: JGIBSON@msc.us Entered by: GLOVERK

Due date: 5/12/2010

Description: Pre Pull and Storage Charges

Item Port Depot	Voyage	BOL Number	Eg Number	Yr/Period UnitPrice	Oty	Amount
Imp. intermodal costs billed Port Everglades-port		MSCUNJ402048	MSCU5004068	137.20	1.00	\$137.20
Storage import-recoveryCY Everglades -terminal		MSCUNJ402048	MSCU5004068	600.00	1.00	\$600.00
				Tot	al Due:	\$737.20

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SC Website: www	v.mscmedshipc	o.com		SCAC Code : MSCU	NO. & SEQUENCE O			OF RIDER 0	
SHIPPER: CHINA CONTAINER LINELIMITED 3FL WANGJING EBUILDING,NO.98 NINGBO,		D,NING	BO,CHINA		FORWARDING AGEN	ıT	•		
CONSIGNEE: This B/L is not r	nenotiable unless	markey	n "To Or	PHONE: 057487360137 EAX: 057487269660 rder / To Order of "here	CARRIER'S AGENTS	ENDORSMENTS: (Indu	ude Ager	nt(s) at POD)	
CHINA CONTAINER LINE LIMITED. WILL BEAT NEW LOCATION 526 S CA90245LGB@CCL-GROUP.COM 310-725-0515									
China Container Line Limited. WILL BE AT NEW LOCATION 525 S	Vac 16 M. (C. P.) Flore V Mil. 2 - C.			ror to his Agent for failure to notify - see					经基础的证据和证据的
90245 EL SEGUNDO, CA 90245				PHONE:3107250500 FAX:3107250515				MILITARE PRINCIPAL STREET	
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PLACE AND DATE OF ISSUE 10-NOVEMBER-2006				SHIPPED ON BOARD DATE 10-NOVEMBER-2006					

U.S. Edition - 08/2009



7/12/2010

Invoice Number: T53168 Account Number: TP10454 Invoice date: 20-May-2010 Office: MSC(USA) - Charleston Ph; +1 (843) 971 4100

Fax: +1 (843) 971 1155

email:

China Container Line Ltd. (CA) 525 S Douglas St. #288 El Segundo, CA 90245

Fax: 310-725-0515

Requested by: Swindler, Demetrick Phone: (843) 971-4100 ext.32341 E-mail: dswindler@msc.us

Entered by: SWINDLERD

Due date: 5/21/2010

Description: CUSTOMS EXAM AND DRAYAGE

Item Port Depot	Vovage	BOL Number	Eq Number	Yr/Period UnitPrice	<u>Otv</u>	Amount
U.S. Customs exams &		MSCUDL378447	CRXU2956987	1050.00	1.00	\$1,050.00
Charleston - por		171000		Tot	al Due:	\$1,050.00

WEDITE	RRANEAN SHIPPING	COMPANY S.A.	BILL OF LADING No. MSCUDL378447 NON-NEGOTIABLE COPY Transport (1886 Clause 1)				
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U.S. Edition - 08/2009

TERMS CONTINUED ON REVERSE 1



Mediterranean Shipping Company (USA) Inc. 10050 North West Freeway Suite 300 Houston, Texas 77092

7/12/2010

Invoice Number: T26392 Account Number: TP10454 Invoice date: 31-Aug-2009 Office: MSC(USA) - Houston

Ph: 713-681-8880 Fax: 713-681-9681

email:

China Container Line Ltd. (CA) 525 S Douglas St. #288 El Segundo, CA 90245

Fax: 310-725-0515

Requested by: Ortiz, Carlos Phone: (713) 681-8880 ext. 35435

E-mail: cortiz@msc.us

Entered by: ORTIZC

Due date: 9/1/2009

Description: Equipment Detention

Invoice Details

Item Port Depot Voyage	BOL Number	Eq Number	Yr/Period	<u>UnitPrice</u>	Oty	Amount
Detention at CY Location Long Beach PierA/J/P	MSCUNM136213	FSCU3686151	2009-08	30.00	5.00	\$150.00
Detention at CY Location Long Beach PierA/J/P	MSCUNM136213	FSCU3686151	2009-08	60.00	72.00	\$4,320.00
				Tot	al Due:	\$4,470.00

MSC Remarks: Extended use of container: 5 days \$30 a day 72 days \$60 a day \$4,470

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7/12/2010

Invoice Number: 187812 Account Number: TP10454 Invoice date: 05-Jun-2008 Office: MSC(USA) - Charleston

Ph: +1 (843) 971 4100 Fax: +1 (843) 971 1155

email:

China Container Line Ltd. (CA) 525 S Douglas St. #288 El Segundo, CA 90245

Fax: 310-725-0515

Entered by: MELTONR

Due date: 7/31/2008

Description: ON AND OFF PORT EXAMS, DETENTION

Item Port Depot	Voyage	BOL Number	Eq Number	Yr/Period	UnitPrice	<u>Oty</u>	Amount
Detention at terminals Jacksonville - port	11	MSCUNF000482	MSCU1333105	2008/06	6210.00	1.00	\$6,210.00
U.S. Customs exams & dra Jacksonville - port	yage URUGUAY 758	MSCUNF000482	MSCU1333105	2008/06	605.00	1.00	\$605.00
					Tot	al Due:	\$6,815.00

THE STATE OF THE S	RRANEA			NG	COMPA	NY S.A.		TIABLE COPY	Trans	82 lo-Porl" or "Combined porl" (see Clause 1)
SC Website: wv	w.mscmedshipo	o.com			SCAC	Code : MSCU	NO. & SEQUENCE O	OF ORIGINAL B/L's Zero	NO OF RIDER	
SHIPPER: CHINA CONTAINER LINE (SHA LIF, PORTMAN TOWER, NO. 48 I		oad Nin	NGBO,CHI	INA			FORWARDING AGEN	NT		
CONSIGNEE: This B/L is no CHINA CONTAINER LINE LTD. 625 S. DOUGLAS ST., # 288, BL SEGUNDO, CA 90245	t negotiable unless	marke	d "To Or			here. CL-GROUP.COM	SECOND NOTIFY: WENLING WANSHUN EL	ENDORSMENTS: (Included the control of the control o		
NOTIFY PARTIES: (No resp Clause 20)	consibility shall atta	ch to th	ne Carrier	r or to	his Agent for fa	ailure to notify - se	00			
CHINA CONTAINER LINE LTD. 525 SDOUGLAS ST. #288 EL SEC EL SEGUNDO, CA 90245	SUNDO,CA90245			TE 1,L	ONTACT: EL:310-725-0500 .GB@CCL-GROUX:3107250515	,0518,0519,0020,002 JP:COM	2		minate source sources	CHROMPERIN
VESSEL & VOYAGE NO (S MSC URUGUAY -758R	,			- 1	PORT OF LOA	DING		PLACE OF RECEIPT: (C	Combined Transport ONLY - s	ee Clauses 1 & 5, 2)
OOKING REF.	SERVICE CON 07-109TPC	TRAC	T NUMBE		PORT OF DIS	CHARGE ILLE, UNITED :	STATES	PLACE OF DELIVERY	(Combined Transport ONLY - XXX	see Clauses 1 & 5.2
		ВҮ	THE	SHI	IPPER- N	OT CHECK	ED BY CARRIE	R - CARRIER N	OT RESPONSIBLE	- See Clause 14
Container Numbers, Ser Numbers and Marks				(Con	tinued on attach	ion of Package ned Bill of Lading F	Rider page(s), if applicable	e) LINE GENERATOR NO	Gross Cargo Weight	Measurement
<u>boe amalies tainday a v</u> REIGHT & CHARGES Ca		rom the L	59, 1 m eis	put ai	installoreals	The state of the s			20,251,563 LBS	24.530 CU;
REIGHT AND CHARGES	85 SHOT THE DE DE	T	Ι	Ť		PAYABLEAT	I ELSEWHERE	stated herein) the total num indicated in the box entitled	ber or quantity of Centainers or o Carrier's Receipt for carriage su	ther packages or units bjectlo all the terms and
UNKER ADJUSTMENT FACTO ONTAINER SERVICE CHARGE CEAN FREIGHT ANAMA CANAL SURCHARGE		BASIS 1 1 1	248 0 49 0 1 920 0 212 0	in us	D 49.0 D 1,920.0	0	LOCYMENE	or Pace of Delivery, which THEMERCHANT EXPRES CONDITIONS, WHETHER ON THIS SIDE AND ON THE TERMS AND CONDITION If file is a negotiable (To ondorsed must be surre outstanding Freightand of	Place of Receiptor Portol Loading ever is applicable. N ACCEPTING SLYACCEPTS AND AGREES TO PRINTED. STAMPED OR OTHER IE REVERSE SIDE OF THIS BILL S OF THE CARRIER'S APPLICA! Order I of Bill of lading, one or indered by the Merchant to the larges in sychappe for the Good	THIS BILL OF LADING ALL THE TERMS AND WISE INCORPORATED OF LADING AND THE SALE TARIFF AS IF THEY ginal Bill of Lading, duly
								issue a Delivery Order (al the surrender of one origin	raight) Bill ofLading, the Carrier s fer payment of outstanding Freigh at Bill ofLading or in accordance	s or a Delivery Order hall deliver the Goods o I and charges) agains with the national law a
				osa	2,435.9	5		issue a Delivery Order (al the surrender of one origin the Portof Discharge or Plant IN WITNESSWHEREOF th Lading stated at the top, all	raight), Bill of Lading, the Carrier si Berpayment of outstanding Freigh	s or a Delivery Order, all deliver the Goods of all and charges) againt with the national law in loable.
ECLARED VALUE (only appli harges paid - see Clause 7.3) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		n		see Cl		T (No. of Critrs o	r Pkgs rovd by Carrier -	issue a Delivery Order (al the surrender of one origin the Portof Discharge or Pli IN WITNESSWHEREOF th Lading stated at the lop, all Lading has been surrend	raight Bill of Lading, the Carriers I her payment of outs handing Freight all Bill of Lading or in accordance accordance of Delivery whichever is appl a Carrier or their Agenthas signs of this tenor and date, and when accordance of the Bills of Lading shall is	s or a Delivery Order, all deliver the Goods of I and charges) again with the national law loable, and the number of Bills ever one original Bill eyold.

U.S. Edition - 08/2009



4/27/2010

Invoice Number: 145334 Account Number: TP10454 Invoice date: 22-Feb-2007 Office: MSC(USA) - Charleston Ph: +1 (843) 971 4100 Fax: +1 (843) 971 1155

China Container Line Ltd. (CA) 525 S Douglas St. #288 El Segundo, CA 90245

Fax: 310-725-0515

Entered by: HOGANS

Due date: 3/31/2007

email:

Description: Storage Charges for Recovery of Cont

THYOICE Details							
Item Port Deput Voys	age	BOL Number	Eq Number	Yr/Period	<u>UnitPrice</u>	<u>Otv</u>	Amount
Detention at CY Location Jacksonville - port		MSCUNH640699	MSCU7007750	2006/02	1720.00	1.00	\$1,720.00
Extra delivery charge import Jacksonville - port LLO	NA 626	MSCUNH640699	MSCU7007750	2006/02	175.00	1.00	\$175.00
	NA 626	MSCUNH640699	MSCU7007750	2006/02	13220.00	1.00	\$13,220.00
Storage import-recovery@CY:	2000年1000年100日	MSCUNH640699	MSCU7007750	2006/02	1720.00	1.00	\$1,720.00
Jacksonville - port					Tot	al Due:	\$16,835.00

Description in large resident of the recovery View study to the special in this year of course of the large resident of the recovery of the study of the study to the special in this year of course of the large resident of the second of the study of the

JUL.	RRANEAN :	PINC		ANY S.A.	BILL OF LADING No. NON-NEGOTIABLE COPY NO. & SEQUENCE OF ORIGINAL BILLS NO. OF PIDER					
SHIPPER. CHINA CONTAINER LINELUNTED NO.3E ZHONGSHAN WEST ROAD, NINGSO	,			50,00	COUG. MOCO	0 OF FORWARDING AGEN			0	
CONSIGMEE: The BAL is not CHIMA CONTAINER LINELIMITED 525 SDOUGLASST,#268 EL NEGUNDO, CAS0245		fo Order	/"To Order of _	" lyste	CARRIERS AGENTS I	ENDORSMENTS, (III)	33 Ag,	nt(s) et POD)		
NOTIFY PARTIES: (No responsibility shall attach to the Causer or to his Agord for faiture to exiting Clause 20) CHINA CONTAINER LINELTO. 22.5 DOUGLAS ST #236 EL BERUNDO, CARDZ45 VESCEL & VOVAGE NO. (see Clauser R.S. Di. PORT OF LOADING									an one too t	SATO BATALON B
VESSEL & VOYAGE NO. (see Clauses 8 & 0) MBC ILONA - 0626A PORT OF LOADING NINGBO, CHINA BOOKING REF. ISERVICE CONTRACT NUMBER PORT OF DISCHARGE							XXXXXXXXXXX	XXXX		
BOOKING REF.	SERVICE CONTR	RACT N	UMBER	PORT OF DR			ORLANDO, FL, UN		bined Transport ONLY - STATES	see Clauses 1 & 3 2)
PARTI CULARS F		RV T	HES			ED BY CARRIE	R - CARRIER	NO T	RESPONSIBLE	E - See Clause 14
Container Numbers, Seel Numbers and Marks				Descrip	ption of Package				Gross Cargo Weight	Measurement
T assecond to transaca of FREIGHT & CHARGES Can	TOTAL NUM	EQUIR BEROFI	ED AES	s - Clear La s:897	Eudige, end be ocea- ic prid (56e Cistate	el a'thy Belircha, Evr	See, control 19481 wise j RECENTED by the Care	ut at ap	ne aventhe of Continues of	
	No seeds yet not not extra-			POL.	PAYABLEAT		andicated in the box ent	aumber and Car	or quanty of Commerc or rier's Receiptor carrings	ubjects all fix terms and
FREIGHT AND CHARGES ALAMEDA CORREDOR CHARGE BUNNER ADJUSTMENT FACTOR CONTAINER SERVICE CHARGE INTERNIS FURL SURCITIANCE OCEAN FREIGHT OR CARRIAGE (OVER SEA SINTER MOD 1.1959.00 INTERNIS FOR THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OR CARRIAGE (OVER SEA SINTER MOD INTERNIS FOR THE PROPERTY OF TH			080 020 040 040 040 080	2016 550 db 750 db 750 db 750 db 750 db 750 db 750 db		or Place albalivery, with the MERCHANT EXPROPRIES OF THE SOCIATION OF THE SOCIATION THE SOCIATION OF THE MERCHAND CONCINTATION OF THE MERCHAND CONCINTATION OF THE SOCIATION OF	elehevel RESELV RET PRO THE R KONS O To Ord Triendur J uherg (Strig (Strig (Strig	ris applicable it ACCEPTE ACCEPTE AND AGREEST THE LEARNER OF OTHER EXPENSE OF OTHER EXPENSE OF OTHER BETTER SPOLICION OF THE CARRENTS	NO THISTOLL OF LADWIG OF ALL THE TERMS AND AWASE INCORPORATED LL OF LADING AND THE ARLE TARRET AS IT THEN INGOING BUILDING ON ONLY OF THE THE STATE Charles Tolybery Order I charled over the Goods or ght and charges) against a vote for anabonal laws	
100 1000							Luding has been sur	lolle, o	priero: žiov Agenthas sig Vi ienor and dete, and wi I ialohe: Ras off ading cha	terever one original Bill o Bibe void
DECLARED VALUE (only accellent of the control of th			S	1 cnt	DARD DATE	or Pkgs revelby Carrier	- SIGNED BY MSC I MSC Methornicos:	USA) ! Shippi	na as Assert on belsain o ng Company S. A	l un Curu
02-JULY-2006	II S Edit	lon - A)2-JULY-2006		ONTINUED ON REVER	RSF 1			

U.S. Edition - 08/2009

TERMS CONTINUED ON REVERSE



7/12/2010

Invoice Number: 165503 Account Number: TP13635 Invoice date: 04-Oct-2007 Office: MSC(USA) - Charleston Ph: +1 (843) 971 4100

Fax: +1 (843) 971 1155

email:

CHINA CONTAINER LINE LTD (NEW YORK) 601E. LINDEN AVE 2FL LINDEN NJ, 07036

Fax: 908-847-0407

Requested by: Forrest Bond Phone: (843) 971-4100 Ext. 32180

E-mail: fbond@msc.us

Entered by: GARRETTT

Due date: 11/30/2007

Description: MSC EMMA G722A

Ι

ART OLD STATES						
Item Port Depot Yoyage	BOL Number	Eq Number	Yr/Period	<u>UnitPrice</u>	<u>Oty</u>	Amount
Demurrage at terminal-Imp. shipment Sayannah - port term	MSCUND627716	MEDU8112231	2007/07	60.00	5.00	\$300.00
Demurrage at terminal-Imp. shipment Savannah - port term	MSCUND627716	MEDU8112231	2007/07	120,00	70.00	\$8,400.00
Detention at terminals Savannah - port term	M\$CUND627716	MEDU8112231	2007/07	60.00	5.00	\$300.0
Detention at terminals Savannah - port term	MSCUND627716	MEDU8112231	2007/07	120.00	70.00	\$8,400.0
Savannan - pore term				To	tal Due:	\$17,400.

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MEDITERRANEAN SHIPPING COMPANY S.A. Website: www.mscmedshipco.com SCAC Code : MSCU					NON-NEGOTIABLE COPY			SCUND627716 Port-to-Perf' or "Combined Transport (Sas Chause 1)		
					NO 8 SEQUENCE OF 0 Of		SY OF	O O		
SHIPPER; CHINA CONTAINER LIVELIMITED. JYL WANGJING EBUILDING NO.98 NPNGBO.	Wangjing Road M	INGBO,CHINA	PIONE 057487386137 FAX:057487289880		FORWARDING AGENT					
CONSIGNEE: The Bit is not negotiable unless marked "To Order I To Order of" here: CHINA CONTAINER LINEUSA INC BUT EL NOEN AVE 2ND FL LINDEN, NJ 07936 FAXE 3107230515					CARRIERS AGENTS 6	SNOORSMENTS: (Inclu	de Agent(s)) at PO0)		
NOTIFY PARTIES: (No responsibility shall attach to the Cerrier or to his Agent for faiting to notify Clause 20) CHINA CONTAINER LINELTO (NEW YORK) 601E LINENT MARRIEL LINEN NIL 67838 CTGFRANKXU FHONE:9886239381 FAX:8008647667 FAX:8008647667					THE PROPERTY AND THE PROPERTY OF THE PROPERTY					
VESSEL & VOYAGE NO. (see Clauses & & 8) MISG EMIMA - G722A			PORT OF LOADING	3	1	PLACE OF RECEIPT: (Combined Transport ONLY - see Clauses 1 & 5 2) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				
BOOKING REF SERVICE CONTRACT NUMBER 07-109TPC				PORT OF IXSCHARGE SAVANNAH, UNITED STATES			LACE OF DELIVERY: (Combined Transport CALY - see Clauses 1 & 5.2) LEXINGTON, NC, UNITED STATES			
PARTI CULARS F	URNI SHED	BY THE	SHIPPER- NOT	CHECK	ED BY CARRIE	R - CARRIER	NOT R	ESPONSIBLE	• See Clause 14	
Container Numbers, Seal Numbers and Marks			Description	Description of Packages and Goods			Gr	8,000 000 KGS	Measurement 68,000 cU M	
AN ECREPT 12/23 FRAIL PURMER: 42/72/15/3 FRAIL PURMER: 42/72/15/3	TOTAL NUMB	ONLIMOERS BER OF PACKAGE BUILDES THE STATE OF PACKAGE BUILDES T	; N/M	e and do	HOR DODGE, I SPOCEMENT FOR PURSH HIDS BAS US FREE MONY BAG I SCAC CO. I. ZIP COD	cam talf av loUSam) v	contract	8,000,000 _{KOS} 17,636 961 LGS	68 000 CO.M. 2401 779 CUPT	
FREIGHT & CHARGES Can	go shall not be delive	orod unless F	relight & charges are paid	face Critisa	1,103.	stated transfer the total	number or s	uantly el Continues or	oper passinges we was	
FREIGHT AND CHARGES GARS RATE		00 USD 2000 00 USD 2000 00 USD 2000 00 USD 2000	PSOD PSOD		ELSEWHERE Indicated in the bas surface of equative contains to indicate in the bas surface of the end of the contains to conditions hereoff from the Pace of Receiptive Portate Conditions hereoff from the Pace of the Pace of the Pace of Conditions in the Pace of the Pac			THISELL OF LADRAY TO ALL THE TERMS AND TRIVISE BUT CORPORATED LL OF LADRAY AND THE ABLE TARIFF AN IF THE Original BI of Luding, duly the Cortier (topoliter will the Cortier (topoliter will the Cortier (topoliter) The Corti		
	-		080 435111			IN WITHESEWHERES Lading stated at the to Luding has been soin	OF to Garri op, all of this rendered all	er or their Agenthine sig lengt and dolo, and wi other tills of Lading sha	prod for pumbes of 1985, o herever one original Est o Albeyold	
CECLARED VALUE (con, especiatio il Ad Vakrem XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			CARREERS RECEIPT (No. of Chirs of Page rove by Carre- soc Clease 14.1) 1 crit SHIPPED ON BOARD DATE 08-JUNE-2007				(USA) Inc n Shipping	as Agent on behalf of Company S A	If the Carner	

U.S. Edition + 68/2009

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK	Docket No.:					
MEDITERRANEAN SHIPPING COMPANY (USA) INC.,						
	Plaintiff,					
-against-						
CHINA CONTAINER LINE LTD.,						
	Defendant.					
SUMMONS AND COMPLAINT						

Mark McKew
THE LAW OFFICES OF MARK MCKEW, PLLC

Attorneys for Plaintiff

1725 York Ave., Suite 29A New York, New York 10128 Tel: (212) 876-6783 Fax: (646) 478-9090